

Facility No: 19-Z1
Facility Name: San Pedro Courthouse
Facility Address: 505 South Centre Street, San Pedro, California 90731



**Judicial Council of California
Administrative Office of the Courts
Office of Court Construction and Management
455 Golden Gate Avenue, San Francisco, CA 94102-3688**

REVOCABLE, NON-EXCLUSIVE LICENSE FOR THE USE OF REAL PROPERTY

In consideration of the mutual promises and covenants set forth herein, the Administrative Office of the Courts (“**AOC**”), an entity of the Judicial Branch of the Government of the State of California, in its capacity as the staff agency to the Judicial Council of California (“**Council**”), hereby grants to the Gunter Family Trust (“**Licensee**”), a revocable, non-exclusive license (“**License**”) for use of the premises described below (the “**Premises**”), for the purpose described in this License and on the terms and conditions set forth below. In this License, the AOC and Licensee are sometimes individually referred to as a “**Party**” and together referred to as the “**Parties**”. For reference purposes only, the date of this License shall be November 1, 2010.

Description of Premises Licensed. The Premises consist of a portion of a secured parking area, consisting of approximately 458 square feet, adjacent to the San Pedro Courthouse, located at 505 South Centre Street, San Pedro, California 90731 (the “**Property**”), as shown on **Exhibit “A”** attached hereto.

1. **Commencement Date.** This License shall commence on November 1, 2010 (“**Commencement Date**”) and shall continue until it is terminated as provided in section 2, below.
2. **Termination.** From and after the Commencement Date, each Party shall have the right and option to terminate this License, with or without cause, at any time by giving 30 days’ prior written notice of the termination of this License to the other Party. In addition to the foregoing, (i) the AOC shall have the right to terminate this License immediately in the event of an emergency that results in damage to, loss of, or an unsafe condition of the Premises or the Property, as determined in the AOC’s sole discretion, and (ii) this License shall immediately and automatically terminate upon: (i) the sale or other conveyance of the Property to a party other than the State of California; or (ii) relocation of the Court’s operations in the San Pedro Courthouse to an alternate location.

3. **Name of Licensee:**
Gunter Family Trust
Attention: Warren A. Gunter
Tax ID #: 547-54-6121
- Address:**
P.O. Box 749
San Pedro, California 90733
4. **Purpose of License.** The purpose of this License is to allow the Licensee to enter, occupy, and use the Premises for the sole purpose of maintaining and operating an outdoor dining area as an adjunct to the abutting restaurant space (as depicted on **Exhibit "A"**), and other purposes related thereto, and for no other purpose whatsoever, subject to the terms, conditions, and restrictions set forth in this License. This License is personal to Licensee and does not grant the Licensee any ownership, leasehold, easement, or other real property interest or estate in the Premises or the Property. In no event shall the Licensee represent itself or its operations in the Premises as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the Council, the AOC, the Superior Court of California, County of Los Angeles ("**Court**") or any of their respective programs or operations.
5. **Consideration.** Consideration for this License is the Licensee's full and timely compliance with the terms, conditions, and restrictions set forth in this License. In further consideration of this License, the Licensee shall pay to the AOC a license fee in the monthly amount of \$250 on the first day of each calendar month, starting on the Commencement Date (the "**License Fee**"). If the Commencement Date or License termination date falls on a date that is not the first or last day of a calendar month respectively, the Licensee's first and last payments of the License Fee will be prorated based on the number of days in that calendar month. Commencing on November 1, 2011, and on each November 1 thereafter during Licensee's occupancy of the Premises, the License Fee shall be increased by an amount equal to three percent of the then current License Fee. Licensee hereby acknowledges and agrees that such increases in the License Fee shall be payable by Licensee on the dates set forth above, without any requirement for additional demand or notice from the AOC. Each monthly installment of the License Fee shall be made payable to: The State of California, Administrative Office of the Courts, and sent to: Administrative Office of the Courts, Attn: Finance Division, 455 Golden Gate Avenue, 7th Floor, San Francisco, California 94102-3688 and shall reference the AOC's Facility No. "19-Z1". If the License Fee is not received by the AOC within 10 days following the date that the License Fee is due, then in addition to such License Fee, Licensee shall promptly deliver to the AOC a late fee equal to five percent of the License Fee, or \$50, whichever amount is greater.

6. **Conditions.**

- a. **Compliance.** Any use made of the Premises and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the AOC. Licensee's use of the Premises shall at all times be subject and subordinate to those necessary uses of the Court. Licensee shall ensure its activities do not interfere with the carrying on of the business of the Court.
- b. **Improvements.** The Licensee will not make any improvements or alterations of any kind to the Premises or the Property, including the placement or construction on, over, or under any part of the Property of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, without the prior written approval of the AOC, which approval will be given or withheld in the sole discretion of the AOC. Licensee shall make any improvements or alterations to the Premises that are approved by the AOC in compliance with law and at the Licensee's sole cost and expense. Unless otherwise agreed in writing by Licensee and the AOC, all improvements or alterations to the Premises that are approved by the AOC and made by the Licensee will be the property of the AOC and will remain in and a part of the Premises when Licensee vacates the Premises. If Licensee and the AOC agree that Licensee shall or may at any time remove any AOC-approved improvements or alterations from the Premises, all costs and expenses associated with the removal of those improvements or alterations will be the sole responsibility of Licensee, including the cost to repair any damage done to the Premises or the Property in removing those improvements and alterations. Improvements or alterations to the Premises or the Property that are not approved by the AOC, but that are nevertheless installed by or on behalf of the Licensee, may be removed by the AOC at the Licensee's sole expense, including any costs associated with repair of any damage done to the Premises or the Property in removing those improvements or alterations. Unless previously approved in writing by the AOC, Licensee shall not (i) post signs or banners on any part of the Premises or the Property, or (ii) alter any existing structures or improvements in or on the Premises or the Property, or (iii) install stakes, poles, or other materials of any kind into any hardscape or landscape on the Property.
- c. **"AS-IS".** The Premises are licensed to Licensee in their "AS-IS" condition and the AOC has no obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Premises or the Property during the period of Licensee's occupancy of the Premises.

- d. **Laws and Regulations.** In the exercise of any privilege granted by this License, the Licensee shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations and requirements of governmental departments and bureaus, and shall maintain an alcoholic beverage service permit if and as required by the California Department of Alcoholic Beverage Control. The Licensee must also comply with all AOC rules and regulations relating to the use of the Premises and the Property that are provided to Licensee.
- e. **Operation.** The Licensee shall confine its activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from (i) marring or impairing the appearance of the Property, (ii) obstructing access to the San Pedro Courthouse or any area or space within the San Pedro Courthouse, (iii) interfering with the transaction of Court or County business in, or the convenience of the public in accessing and using, the San Pedro Courthouse, (iv) jeopardizing the safety or security of persons or property on or in the Property, or (v) causing justifiable public criticism of Licensee's activities conducted in the Premises or on the Property. Licensee shall at all times maintain the Premises in a clean, sanitary, and orderly condition satisfactory to the AOC.
- f. **Security/Access.** The Licensee will at all times comply with all security access and screening requirements in effect at the Property. The Licensee will have no access to any area within the Property that is either connected to or contains confidential records or information including, but not limited to, Court files, the California Law Enforcement Telecommunications System, the Criminal Offender Records Information, and the Department of Motor Vehicles computer database.
- g. **Insurance.** The Licensee will, at all times during the period of Licensee's occupancy of the Premises, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in **Exhibit "B"**, which is attached to and made a part of this License.
- h. **Damage.** Licensee shall not damage, destroy, or displace any part of the Property or any personal property for which the Council, the AOC, or the Court is responsible in the exercise of the privilege granted by this License without the prior written consent of the AOC and the express agreement of the Licensee to promptly replace, return, repair, and restore the Property or any such personal property to a condition satisfactory to the AOC.
- i. **Indemnification.** The Licensee shall and hereby does indemnify, defend (with counsel satisfactory to the AOC), and save harmless the Council, the AOC, and the Court, and their respective judicial officers, employees, and

agents, from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever, including without limitation, damages related to decreases in the value of the Property and claims for damages or decreases in the value of any adjoining property. (“**Indemnified Loss**”). Indemnified Loss will include, without limitation, court costs, penalties, fines, liens, judgments, consultants’ fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Council, the AOC, and/or the Court, directly or indirectly arising from or related to the exercise by the Licensee, its officers, employees, agents, or invitees, of the privilege granted by this License, its or their use of the Premises or the Property, or any other act or omission of the Licensee, including from any failure by Licensee to comply with the terms of this License. The Licensee’s obligation to defend will commence immediately upon the assertion of any claim or demand for an Indemnified Loss by or against the Council, the AOC, or the Court that is tendered to Licensee, shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Council, the AOC, or the Court, or their respective officers, employees or agents. Licensee’s indemnification and defense obligations under this section 6.i. shall survive the termination or expiration of this License.

- j. **Storage.** Any property of the Court, the Council, the AOC, or their respective judicial officers, employees, or agents, that must be removed to permit exercise of the privilege granted by this License shall be stored, relocated, or removed from the Premises, and returned to their original location upon termination of the Term of this License, at the sole cost and expense of the Licensee, as directed by the AOC.
- k. **Licensee’s Personal Property.** The Licensee will be solely responsible for any risk of loss, damage to, or destruction of the Licensee’s personal property located within the Premises or otherwise on the Property. AOC shall not be responsible for any damage to or destruction of any personal property of Licensee, its employees or invitees, or for any compensation or claim for inconvenience, loss of business, or annoyance arising from the Licensee’s loss of use of the Premises or any such personal property. Any property of the Licensee installed or located on the Premises must be removed promptly upon expiration, termination, or abandonment of this License. Any property of the Licensee not removed within that time may be removed, stored, or disposed of by the AOC at the expense of the Licensee.

- l. **Expense.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee.
- m. **Future Requirements.** In addition to the terms of this License, the AOC shall have the right to impose reasonable rules and requirements for use of the Premises and/or the Property from time to time, and the Licensee shall promptly and continuously comply with any such further rules and requirements as the AOC may hereafter impose and deliver to Licensee.
- n. **Attempted Variations.** There shall be no variation or departure from the terms of this License without the prior written consent of the AOC.
- o. **Surrender.** Upon the expiration or termination of this License, the Licensee shall surrender the Premises to the AOC in the same condition as the Premises were in when received by Licensee on the Commencement Date (ordinary wear and tear excepted), free from hazards, and clear of all debris. At such time, the Licensee shall remove all of its property from the Property, except as otherwise provided in section 6.b. of this License or as otherwise agreed in writing by the AOC and the Licensee.
- p. **Notices.** Any notices required or permitted to be given under the terms of this License must be in writing and may be: (a) personally delivered; (b) mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

In addition, all notices by the Licensee relating to termination of this Agreement or an alleged breach or default by the Council or the AOC of this License must also be sent to:

Administrative Office of the Courts
Attention: Senior Manager, Business Services
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Voice: 415-865-4090
Fax: 415-865-4326

If to the Licensee: Gunter Family Trust
P.O. Box 749
San Pedro, California 90733
Attention: Warren A. Gunter
Voice: 310-547-3200
Fax: 310-547-5200

7. Rules of Conduct on the Property.

- a. **No Disturbances.** The Licensee, its employees and invitees, shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors, or that obstructs the customary use of the common areas of the Property, including entrances, exits, foyers, corridors, offices, elevators, stairways, and parking lots, or that otherwise impedes or disturbs (i) Court judges, staff, or jurors in the performance of their duties, or (ii) members of the public in transacting business or obtaining services provided on the Property, or (iii) other occupants of the Property, their employees and invitees, from accessing or using the Property.
- b. **No Gambling.** The Licensee, its employees and invitees, shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Property.
- c. **Drug Free Environment.** The Licensee will not knowingly permit any person under the influence of any non-prescribed drug that has been defined by the state or federal government as a "controlled substance" (excluding alcohol) to enter upon the Property. The possession, sale, or use of any "controlled substance" (except when permitted by law) on the Property is prohibited.

- d. **No Weapons and Explosives.** The Licensee, its employees and invitees, while on the Property shall refrain from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Property, except for permitted official purposes.
- e. **No Smoking.** Smoking shall not be permitted on the Premises at any time, and Licensee, its employees and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to the Property.

8. **General Provisions.**

- a. **No Assignment.** This License is personal to Licensee. Licensee shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity, nor shall the Licensee permit the use of any portion of the Premises by others without the prior written consent of the AOC, which consent will be given or withheld by the AOC in its sole discretion.
- b. **Anti-Discrimination.** The Licensee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, disability, or sexual orientation, including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900 and Labor Code section 1735, Title VII of The Civil Rights Act of 1964, The Civil Rights Act of 1990, The Americans With Disabilities Act of 1990, and California Title 24.
- c. **Governing Law.** This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions.
- d. **License Temporary in Nature.** The Licensee agrees that the rights herein are of a temporary, non-exclusive, non-possessionary nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office, nor will the Licensee have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License.
- e. **Relationship of the Parties.** The Licensee and the AOC hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-

employee, partnership, or joint venture is created by this License between Licensee and any of the State, the Council, the AOC, or the Court. Neither Licensee nor the AOC, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

- f. **Certification of Authority to Execute this License.** The Licensee and the AOC each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License.
- g. **No Relocation Assistance.** The Licensee acknowledges that upon any termination of this License, Licensee is not entitled to any relocation payment or advisory assistance of any type from the State of California, the Council, the AOC, or the Court.
- h. **Counterparts.** This License may be executed in multiple counterparts (each of which will be deemed an original for all purposes).
- i. **Severability.** If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants and restrictions of this License will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the Licensee and the AOC that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

ACCEPTED AND AGREED TO:

Gunter Family Trust

Warren A. Gunter, Trustee

Date: _____

JUDICIAL COUNCIL OF
CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS

By:

Grant Walker
Senior Manager, Business Services

Date: _____

APPROVED AS TO FORM:
Administrative Office of the Courts
Office of the General Counsel

By: _____

Name: Leslie G. Miessner

Its: Supervising Attorney

Date: _____

EXHIBIT "A"

DEPICTION OF PREMISES

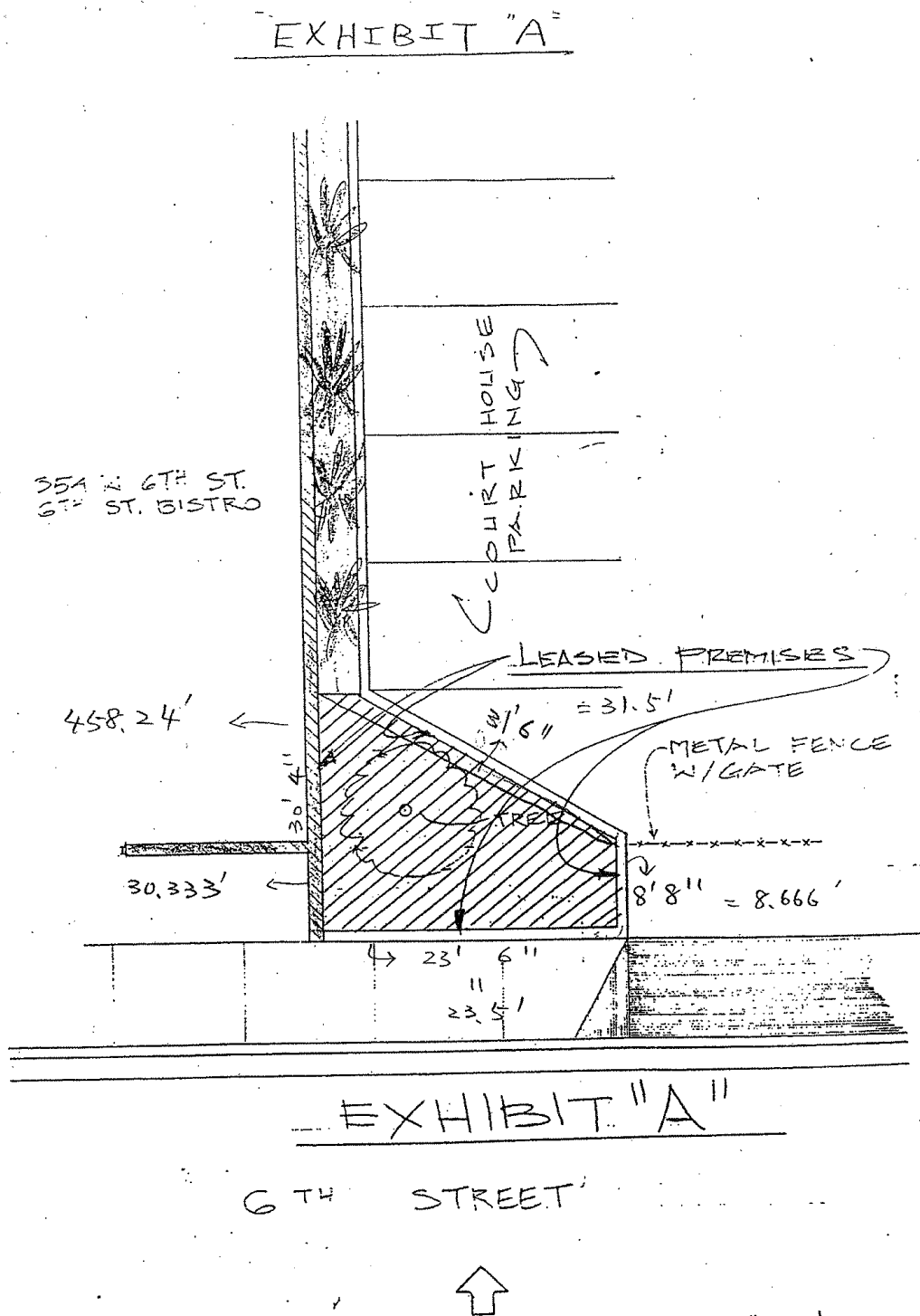


EXHIBIT “B”

INSURANCE REQUIREMENTS

1. General Requirements.

- A. During the period of time the Licensee occupies or uses space at or in the Premises, Licensee will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated “A-VII” or higher by A. M. Best’s key rating guide, and are approved to do business in the State of California.
- B. Before commencement of its use, Licensee will provide the Licensor with certificates of insurance, on forms acceptable to the Licensor, as evidence that all required insurance is in full force and effect. The certificates of insurance will clearly indicate the following:
 - i. That the State of California (“State”), Judicial Council of California (“Judicial Council”), AOC, Superior Court of California - County of Los Angeles (“Court”) and the County of Los Angeles (“County”) including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced; but only with respect to liability assumed by Licensee under the terms of this License.
 - ii. That the insurance policy being referenced will not be materially changed or cancelled without 30 days notice to the Licensor; and
 - iii. That the insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State, Judicial Council, AOC, Court or County, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.
 - iv. The Certificates of Insurance shall be addressed as follows:

Administrative Office of the Courts
Office of Court Construction and Management
455 Golden Gate Street, 8th Floor

San Francisco, CA 94102
Attention: Maria Topete, Risk Management Unit
Fax: (415) 865-8885

- v. That the Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State, Judicial Council, AOC, County, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Premises.

2. Insurance Requirements.

Before the commencement of the use of the Property authorized by the terms of this License, Licensee will furnish to the Licensor verification that the following insurance is in force:

- A. Commercial General Liability. Commercial General Liability Insurance written on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$1,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liquor liability, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.
- B. Commercial Automobile Liability. When an automobile is used in connection with the use of the Property, Automobile liability insurance with limits of not less than \$500,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with this License.